

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

JORGE ALBERTO REANOS AVILA (A.K.A. JUAN),

Plaintiff,

- against -

NEW HUDSON FAMILY RESTAURANT INC. (D/B/A  
HUDSON BUFFET), DAVID KONG, SUZHEN NI  
(A.K.A. SUSAN), JOHN DOE (A.K.A. MR. WONG),  
ANN HSIUNG, and LINDA KLEINHENZ

Defendants.

Case No.: 7:18-CV-11102 (VB)

**ANSWER AND  
AFFIRMATIVE DEFENSES  
TO COMPLAINT**

Defendants New Hudson Family Restaurant Inc. and Suzhen Ni (hereunder collectively, “Defendants”), by their attorneys, Hang & Associates, PLLC, for their answer to Plaintiff Jorge Alberto Reanos’ Complaint, state as follows:

**DEFENDANTS’ ANSWER TO THE COMPLAINT**

1. Defendants admit that Plaintiff worked for the answering Defendants for some time but deny the rest of the allegations in Paragraph 1 of the Complaint.

2. Defendants admit that Defendant New Hudson Family Restaurant Inc. was located at 10 Westage Business Center Dr., Fishkill, New York 12524, but deny the rest of the allegations in Paragraph 2 of the Complaint.

3. Defendants deny the Paragraph 3 of the Complaint.

4. Defendants admit that Plaintiff worked for the answering Defendants for some time but deny the rest of the allegations in Paragraph 4 of the Complaint.

5. Defendants state that the Paragraph 5 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 5 of the Complaint.

6. Defendants deny the Paragraph 6 of the Complaint.

7. Defendants state that the Paragraph 7 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 7 of the Complaint.

8. Defendants state that the Paragraph 8 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 8 of the Complaint.

9. Defendants admit that Plaintiff attempted to bring this action under the Fair Labor Standards Act and the New York Labor Law. however, Defendants state that the Paragraph 9 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 9 of the Complaint.

#### **JURISDICTION AND VENUE**

10. Defendants state that the Paragraph 10 of the Complaint contains a legal conclusion that does not require an answer.

11. Defendants state that the Paragraph 11 of the Complaint contains a legal conclusion that does not require an answer.

#### **PARTIES**

12. Defendants lack information to form an answer towards the allegations regarding Plaintiff's whereabouts alleged in Paragraph 12 of the Complaint.

13. Defendants admit that Plaintiff worked for the answering Defendants for some time but deny the rest of the allegations in Paragraph 13 of the Complaint.

14. Defendants admit that a restaurant under the name of “Hudson Buffet” was located at 10 Westage Business Center Dr., Fishkill, New York 12524, but deny the rest of the allegations in Paragraph 14 of the Complaint.

15. Defendants admit that Upon information and belief, New Hudson Family Restaurant Inc. (d/b/a Hudson Buffet) is a domestic corporation organized and existing under the laws of the State of New York, however, Defendants deny the rest of the allegations in Paragraph 15 of the Complaint.

16. Defendants lack information to form an answer towards the allegations regarding Plaintiff’s whereabouts alleged in Paragraph 16 of the Complaint.

17. Defendants deny the allegations set forth in Paragraph 17 of the Complaint.

18. Defendants lack information to form an answer towards the allegations regarding Plaintiff’s whereabouts alleged in Paragraph 18 of the Complaint.

19. Defendants lack information to form an answer towards the allegations regarding Plaintiff’s whereabouts alleged in Paragraph 19 of the Complaint.

20. Defendants lack information to form an answer towards the allegations regarding Plaintiff’s whereabouts alleged in Paragraph 20 of the Complaint.

### **FACTUAL ALLEGATIONS**

21. Defendants admit that New Hudson Family Restaurant Inc. operates a Chinese restaurant located in Dutchess County of the State of New York, but deny the other allegations set forth in Paragraph 21 of the Complaint.

22. Defendants deny the allegations set forth in Paragraph 22 of the Complaint.

23. Defendants deny the allegations set forth in Paragraph 23 of the Complaint.

24. Defendants deny the allegations set forth in Paragraph 24 of the Complaint.

25. Defendants state that the Paragraph 25 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 25 of the Complaint.

26. Defendants deny the allegations set forth in Paragraph 26 of the Complaint.

27. Defendants state that the Paragraph 27 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 27 of the Complaint.

28. Defendants state that the Paragraph 28 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 28 of the Complaint.

29. Defendants deny the allegations set forth in Paragraph 29 of the Complaint.

30. Defendants deny the allegations set forth in Paragraph 30 of the Complaint.

31. Defendants deny the allegations set forth in Paragraph 31 of the Complaint.

32. Defendants deny the Paragraph 32 of the Complaint.

33. Defendants deny the Paragraph 33 of the Complaint.

34. Defendants deny the Paragraph 34 of the Complaint.

35. Defendants deny the Paragraph 35 of the Complaint.

36. Defendants deny the Paragraph 36 of the Complaint.

37. Defendants deny the Paragraph 37 of the Complaint.

38. Defendants lack information to form an answer to the Paragraph 38 of the Complaint.

39. Defendants lack information to form an answer to the Paragraph 39 of the Complaint.

40. Defendants lack information to form an answer to the Paragraph 40 of the Complaint.

41. Defendants lack information to form an answer to the Paragraph 41 of the Complaint.

42. Defendants lack information to form an answer to the Paragraph 42 of the Complaint.

43. Defendants lack information to form an answer to the Paragraph 43 of the Complaint.

44. Defendants deny the Paragraph 44 of the Complaint.

45. Defendants deny the Paragraph 45 of the Complaint.

46. Defendants deny the Paragraph 46 of the Complaint.

47. Defendants deny the Paragraph 47 of the Complaint.

48. Defendants deny the Paragraph 48 of the Complaint.

49. Defendants deny the Paragraph 49 of the Complaint.

50. Defendants deny the Paragraph 50 of the Complaint.

51. Defendants deny the Paragraph 51 of the Complaint.

52. Defendants state that the Paragraph 52 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 52 of the Complaint.

53. Defendants state that the Paragraph 53 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 53 of the Complaint.

54. Defendants state that the Paragraph 54 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 54 of the Complaint.

55. Defendants state that the Paragraph 55 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 55 of the Complaint.

56. Defendants deny the Paragraph 56 of the Complaint.

57. Defendants state that the Paragraph 57 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 57 of the Complaint.

58. Defendants deny the Paragraph 58 of the Complaint.

59. Defendants deny the Paragraph 59 of the Complaint.

60. Defendants state that the Paragraph 60 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 60 of the Complaint.

61. Defendants deny the Paragraph 61 of the Complaint.

62. Defendants deny the Paragraph 62 of the Complaint.

63. Defendants deny the Paragraph 63 of the Complaint.

64. Defendants state that the Paragraph 64 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 64 of the Complaint.

65. Defendants deny the allegations set forth in Paragraph 65 of the Complaint.

66. Defendants state that the Paragraph 66 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 66 of the Complaint.

67. Defendants deny the allegations set forth in Paragraph 67 of the Complaint.

68. Defendants state that the Paragraph 68 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 68 of the Complaint.

69. Defendants state that the Paragraph 69 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 69 of the Complaint.

#### **FIRST CAUSE OF ACTION**

70. Defendants reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

71. Defendants state that the Paragraph 71 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 71 of the Complaint.

72. Defendants deny the allegations set forth in Paragraph 72 of the Complaint.

73. Defendants deny the allegations set forth in Paragraph 73 of the Complaint.

74. Defendants state that the Paragraph 74 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 74 of the Complaint.

75. Defendants state that the Paragraph 75 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 75 of the Complaint.

76. Defendants state that the Paragraph 76 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 76 of the Complaint.

77. Defendants state that the Paragraph 77 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 77 of the Complaint.

### **SECOND CAUSE OF ACTION**

78. Defendants reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

79. Defendants state that the Paragraph 79 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 79 of the Complaint.

80. Defendants state that the Paragraph 80 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 80 of the Complaint.

81. Defendants state that the Paragraph 81 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 81 of the Complaint.

### **THIRD CAUSE OF ACTION**

82. Defendants reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

83. Defendants state that the Paragraph 83 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 83 of the Complaint.

84. Defendants deny the Paragraph 84 of the Complaint.

85. Defendants state that the Paragraph 85 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 85 of the Complaint.

86. Defendants state that the Paragraph 86 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 86 of the Complaint.

87. Defendants state that the Paragraph 87 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 87 of the Complaint.

#### **FOURTH CAUSE OF ACTION**

88. Defendants reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

89. Defendants state that the Paragraph 89 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 89 of the Complaint.

90. Defendants deny the Paragraph 90 of the Complaint.

91. Defendants state that the Paragraph 91 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 91 of the Complaint.

#### **FIFTH CAUSE OF ACTION**

92. Defendants reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

93. Defendants state that the Paragraph 93 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 93 of the Complaint.

94. Defendants state that the Paragraph 94 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 94 of the Complaint.

95. Defendants state that the Paragraph 95 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 95 of the Complaint.

#### **SIXTH CAUSE OF ACTION**

96. Defendants reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

97. Defendants state that the Paragraph 97 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 97 of the Complaint.

98. Defendants deny the Paragraph 98 of the Complaint.

#### **SEVENTH CAUSE OF ACTION**

99. Defendants reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

100. Defendants state that the Paragraph 100 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 100 of the Complaint.

101. Defendants deny the Paragraph 101 of the Complaint.

### **EIGHTH CAUSE OF ACTION**

102. Defendants reallege and incorporate by reference all preceding paragraphs as if they were set forth again herein.

103. Defendants state that the Paragraph 103 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 103 of the Complaint.

104. Defendants state that the Paragraph 104 of the Complaint contains a legal conclusion that does not require an answer; to the extent that it does, Defendants deny the Paragraph 104 of the Complaint.

### **AFFIRMATIVE AND OTHER DEFENSES**

#### **FIRST DEFENSE**

The Complaint is barred in whole or in part as some or all of the allegations fail to state a claim upon which relief can be granted.

#### **SECOND DEFENSE**

Defendants, at all times, paid and provided working conditions to Plaintiff in accordance with all applicable state, federal, and local laws.

**THIRD DEFENSE**

Defendants have acted in good faith and have not violated any rights that may be secured to Plaintiff under any federal, state, or local laws, rules, regulations and guidelines.

**FOURTH DEFENSE**

The Complaint fails to state a claim for punitive damages.

**FIFTH DEFENSE**

The Complaint fails to state a claim for compensatory damages.

**SIXTH DEFENSE**

Plaintiff has failed to mitigate or otherwise act to avoid, lessen or reduce any of the damages, injury or harm of which they now complain.

**SEVENTH DEFENSE**

The Complaint is barred, in whole or in part, because Plaintiff was paid all sums which may have been due to them under the applicable laws and their corresponding regulations.

**EIGHTH DEFENSE**

Plaintiffs were barred from recovering based on equitable doctrines, including, without limitation, laches, unclean hands, waiver, and/or estoppel, and prior administrative proceedings.

**NINTH DEFENSE**

Any recovery should be offset by the amounts of tax credits and/or deductions available to the Plaintiff based on any of the transaction at issue.

**TENTH DEFENSE**

The claims for pre-judgment interest under the New York Labor Law are preempted by the remedies provided by the Fair Labor Standards Act.

**RESERVATION OF RIGHTS**

Defendants reserve the right to raise additional affirmative and other defenses that may subsequently become or appear applicable to Plaintiff's claims.

WHEREFORE, Defendants respectfully request judgment dismissing the Complaint with prejudice and awarding them costs, reasonable attorneys' fees, and such other relief as this Court deems just and proper.

**JURY TRIAL DEMAND**

Defendants request a jury trial on all issues so triable by jury.

Dated: February 12, 2019

HANG & ASSOCIATES, PLLC.

/s/Rui Ma  
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New Hudson Family Restau-  
rant Inc. and Suzhen Ni*

TO: All counsel of record (via ECF)